



COLLECTIVE AGREEMENT

Between

CHURCHILL FALLS (LABRADOR)
CORPORATION LTD.

And

LOCAL UNION 2351

Of the

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
OPERATIONS UNIT

January 1, 2002 – December 31, 2005

INDEX – NUMERICAL

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PURPOSE OF AGREEMENT	1
2	SCOPE AND RECOGNITION	1
3	RESPONSIBILITIES OF THE PARTIES	2
4	MANAGEMENT RIGHTS	2
5	UNION SECURITY AND CHECKOFF	3
6	NO STRIKES OR LOCKOUTS	5
7	NO DISCRIMINATIONS	5
8	ADJUSTMENT OF GRIEVANCES	5
9	ARBITRATION	8
10	DISCHARGE AND DISCIPLINE	10
11	PROBATIONARY EMPLOYEES	11
12	SENIORITY-VACANCIES-JOB POSTIONGS-PROMOTIONS	
	TRANSFERS-LAYOFFS-RECALLS	12
	SENIORITY	12
	VACANCIES	15
	JOB POSTINGS-PROMOTIONS	16
	LAYOFFS-TRANSFERS-RECALLS	20
13	HOURS OF WORK	22
14	TWIN FALLS	28
15	OVERTIME	28
16	WAGES	30
17	PREMIUMS	31
18	TRAINEE PROGRAM	31
19	REPORTING PAY	32
20	OUTLYING AREAS	33
21	OVERTIME MEALS	34
22	TEMPORARY ASSIGNMENTS	35
23	PAID HOLIDAYS	36
24	VACATIONS	38
25	LEAVES OF ABSENCE	40
	UNPAID LEAVE	41
	UNION BUSINESS	41
	BEREAVEMENT LEAVE	41
	MATERNITY LEAVE	42
	ADOPTION LEAVE	43
	PARENTAL LEAVE	44
	RELOCATION LEAVE	45
	JURY/COURT LEAVE	46
	UNION OFFICE LEAVE	47
	LEGAL ASSISTANCE	47
	PATERNITY LEAVE	48
	CHILD CARE LEAVE	48

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	EDUCATION LEAVE	48
	FAMILY RESPONSIBILITY LEAVE	49
26	SICK LEAVE	49
27	APPRENTICES	50
28	CAMP STANDBY	51
29	REST PERIOD	52
30	OCCUPATIONAL HEALTH AND SAFETY	53
31	SAFETY AND PROTECTIVE EQUIPMENT	54
32	TOOLS	56
33	CONTRACTING OUT	56
34	CO-OPERATIVE COMMITTEE	56
35	VALIDITY OF AGREEMENT	57
36	NOTICES	57
37	NEGOTIATING COMMITTEE	58
38	SEVERANCE AND RETIREMENT COMPENSATION	58
39	TRAINING	59
40	EMPLOYEE EDUCATIONAL ASSISTANCE	60
41	PENSIONS	62
42	BENEFITS	62
43	FIRE AND SECURITY SPECIAL SERVICES	67
44	SICKNESS, ACCIDENT AND LIFE INSURANCE	68
45	SUMMER STUDENTS	68
46	TRAVEL EXPENSES	70
47	DURATION AND RENEWAL OF AGREEMENT	72
	HOURLY WAGE RATES	APP. "A"
	STANDARD JOB DUTIES & QUALIFICATIONS	APP. "B"
	LETTERS OF UNDERSTANDING	APP. "C"
	YEARLY & MONTHLY OVERTIME FORMS	APP. "D"

INDEX – ALPHABETICAL

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
8	ADJUSTMENT OF GRIEVANCES	5
27	APPRENTICES	50
9	ARBITRATION	8
42	BENEFITS	62
	TEMPORARY EMPLOYEES	64
28	CAMP STANDBY	51
33	CONTRACTING OUT	56
34	CO-OPERATIVE COMMITTEE	56
10	DISCHARGE AND DISCIPLINE	10
47	DURATION AND RENEWAL OF AGREEMENT	72
40	EMPLOYEE EDUCATIONAL ASSISTANCE	60
43	FIRE AND SECURITY SPECIAL SERVICES	67
13	HOURS OF WORK	22
25	LEAVES OF ABSENCE	40
	ADOPTION LEAVE	43
	BEREAVEMENT LEAVE	41
	CHILD CARE LEAVE	48
	EDUCATION LEAVE	48
	FAMILY RESPONSIBILITY LEAVE	49
	JURY/COURT LEAVE	46
	LEGAL ASSISTANCE	47
	MATERNITY LEAVE	42
	PARENTAL LEAVE	44
	PATERNITY LEAVE	48
	RELOCATION	45
	UNPAID LEAVE	41
	UNION BUSINESS	41
	UNION OFFICE LEAVE	47
	LETTERS OF UNDERSTANDING	APP. "C"
4	MANAGEMENT RIGHTS	2
37	NEGOTIATING COMMITTEE	58
7	NO DISCRIMINATION	5
6	NO STRIKES OR LOCKOUTS	5
36	NOTICES	57
30	OCCUPATIONAL HEALTH AND SAFETY	53
20	OUTLYING AREAS	33
15	OVERTIME	28
21	OVERTIME MEALS	34
23	PAID HOLIDAYS	36
41	PENSIONS	62
17	PREMIUMS	31
11	PROBATIONARY EMPLOYEES	11

INDEX – ALPHABETICAL

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PURPOSE OF AGREEMENT	1
	RATES OF PAY	APP. "A"
19	REPORTING PAY	32
3	RESPONSIBILITIES OF THE PARTIES	2
29	REST PERIOD	52
31	SAFETY AND PROTECTIVE EQUIPMENT	54
2	SCOPE AND RECOGNITION	1
12	SENIORITY-VACANCIES-JOB POSTINGS-PROMOTIONS	
	TRANSFERS-LAYOFFS-RECALLS	12
12	JOB POSTINGS-PROMOTIONS	16
	TRANSFERS-LAYOFFS-RECALLS	20
	SENIORITY	12
	VACANCIES	15
38	SEVERANCE AND RETIREMENT COMPENSATION	58
26	SICK LEAVE	49
44	SICKNESS, ACCIDENT AND LIFE INSURANCE	68
	STANDARD JOB DUTIES & QUALIFICATIONS	APP. "B"
45	SUMMER STUDENTS	68
22	TEMPORARY ASSIGNMENT	35
32	TOOLS	56
18	TRAINEE PROGRAM	31
39	TRAINING	59
	TRAVEL EXPENSES	70
14	TWIN FALLS	28
5	UNION SECURITY AND CHECKOFF	3
24	VACATIONS	38
35	VALIDITY OF AGREEMENT	57
16	WAGES	30
	YEARLY & MONTHLY OVERTIME FORMS	APP. "D"

ARTICLE 1 - PURPOSE OF AGREEMENT

1:01 It is the intent and purpose of the Parties to establish as herein set forth, their full Agreement covering wages, hours of work and other working conditions and to provide procedure for the prompt and equitable adjustment of grievances so as to prevent interruptions of work and to promote an efficient operation. The Parties hereto recognize that they are jointly engaged in providing an essential and vital service to the public and that there is an obligation on each party for the continuous performance and availability of such service.

ARTICLE 2 - SCOPE AND RECOGNITION

2:01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for those employees of the Corporation, who form part of the Bargaining Unit as set forth in the Certification Order issued by the Newfoundland Labour Relations Board and revised by the parties on July 25, 1985 for Operations employees and covers all classifications in Appendix "A" as they relate to the generating, distribution and support facilities at Churchill Falls, Twin Falls and the Wabush Terminal Station.

2:02 Out of scope employees shall not perform operations or maintenance jobs regularly performed by employees in the Bargaining Unit except under the following circumstances:

- (a) For testing or inspecting machinery or equipment.
- (b) For instructing or training.
- (c) In case of emergency affecting the safety of employees, damage to equipment adversely affecting operations,

for such time as it is necessary to overcome the emergency.

2:03 When new classifications not already provided for in this Agreement are developed, the Corporation agrees to negotiate with the Union with respect to whether such classifications are to be included in the Bargaining Unit. If the classification becomes part of the Bargaining Unit, the wage rates will be negotiated. Where the job duties of an existing classification has expanded to the extent that it warrants re-classification then a new wage rate will be negotiated. If no agreement can be reached on the classification or wage rates the matter may be submitted to arbitration.

2:04 In this Agreement and in classifications designated herein, any words inferring the masculine gender include female persons and any words inferring the female gender include male persons.

ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES

3:01 The Union, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Corporation, its officials and representatives at all levels, are bound to observe the provisions of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 It is the exclusive right of the Corporation to operate and manage the affairs in which it is engaged and to direct its working forces. Such rights, without limiting the foregoing include, but are not limited to: the right to hire, determine the job qualifications of employees, promote, transfer, test; to suspend, demote, lay off, discipline or discharge for

just cause; to retire (in accordance with the provisions of the Public Service Pension Plan); to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work; to determine the products, machinery and tools to be used; to determine the utilization of all machinery, tools and equipment, except as otherwise provided for in this Agreement.

4:02 The Corporation has the full right to make and alter from time to time reasonable rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement. Any revisions and/or additions to existing rules and regulations will be discussed with the Union before they are posted.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

5:01 It shall be a condition of continued employment for all employees including probationary employees, as defined in Article 2, to become members and maintain membership in good standing in the Union.

5:02 The Corporation agrees to deduct from the earnings of all employees, including probationary employees, covered by this Agreement, an amount each month as dues and upon completion of the probationary period an amount for the initiation fee. The amount of such dues and initiation fees shall be advised in writing by the I.B.E.W., Local 2351 and changes to such amounts shall be advised not less than four (4) weeks prior to the effective date. Dues collected shall be remitted within ten (10) days after each pay period, to the designated official of the Union along with a statement of the names, in alphabetical order, and amounts deducted from each employee. The statement will also include the names of employees whose wages are insufficient to

permit such deduction and the Corporation will only be obligated to make such deduction from the immediate subsequent pay period. Employees on recall status must be members in good standing of the Union in order to be recalled.

- 5:03 The Union agrees that neither it or any of its officers or members will engage in Union activities on Corporation time, or Corporation work area, except as provided in this Agreement.
- 5:04 The Union shall indemnify and save the Corporation harmless against any and all claims, demands, suits or other forms of liability that shall arise from or by reason of action taken or not taken by the Corporation for the purpose of complying with this Article.
- 5:05 The Corporation will submit monthly to the Union a list of the dates of new hires, terminations and transfers to and from the Bargaining Unit for the previous month.
- 5:06 The Union agrees to furnish the Corporation with the names of all personnel including officers, representatives, stewards and committee people who are authorized to represent the Union in its relations with the Corporation.
- 5:07 The Corporation agrees to supply all employees with a copy of the Collective Agreement and will endeavor to do so within one (1) month after receipt from the printer.
- 5:08 The Corporation shall provide bulletin boards in designated areas for the posting of Union notices dealing with meetings, election of officers, appointments and committees, social affairs and other non-controversial matters dealing with the affairs of the Union. No bulletin

shall be posted until approved by the Human Resources Division or the designated Corporate representative.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6:01 There will be no strikes by the Union and no lockouts by the Corporation as long as this Agreement continues to operate.

ARTICLE 7- NO DISCRIMINATION

7:01 There shall be no discrimination in any manner whatsoever by either the Corporation or the Union against any employees because of race, religious creed, sex, age, marital status, physical disability, mental disability, political affiliation, colour or ethnic, national or social origin, membership in the Union or lawful Union activity.

ARTICLE 8 - ADJUSTMENT OF GRIEVANCES

8:01 The purpose of this article is to establish a procedure for the discussion and prompt settlement of grievances concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

8:02 The Union may select a Union Grievance Committee composed of the Chief Steward and Shop Stewards as deemed appropriate for regular Bargaining Unit employees.

The Union shall advise the Corporation, in writing, of the names of those selected and of any changes that may occur. Not more than two (2) Shop Stewards may act on the Union Grievance Committee at Step 1 and Step 2 of the grievance procedure.

8:03 Complaints of employees must first be taken by the employees, accompanied by a Shop Steward if they so desire, to their immediate Supervisor for settlement within five (5) days immediately following the occurrence or event giving rise to the complaint.

If the complaint is not satisfactorily settled within five (5) days after being submitted, the matter may become a grievance and be referred to Step 1 of the grievance procedure.

Should the occurrence or event occur while the employees are absent on vacation or approved leave of absence, they will be permitted ten (10) days from the date of return to work to present a grievance.

8:04 STEP 1 - At this step, the complaint becomes a grievance and is to be presented to the Section Head or designate, in writing, on the appropriate grievance forms supplied by the Corporation stating the specific Article of this Agreement said to be violated, signed by the aggrieved employee and a Shop Steward.

The Section Head or designate will meet with the employee and Shop Steward and will make a reply, in writing, within four (4) days. If a satisfactory settlement is not reached the matter may be taken up at Step 2.

8:05 STEP 2 - At this step, the grievance shall be presented, in writing, on appropriate grievance forms supplied by the Corporation, to the Director, Labour Relations & Safety or designate within four (4) days following receipt of the Section Head's decision.

The Director, Labour Relations & Safety or designate will meet with

the employee and Shop Steward and will make a reply, in writing, within ten (10) days. A representative of the International Union may attend the meeting and witnesses either party presents may be heard. If a satisfactory adjustment is not made, the matter may be referred to arbitration within the time limits established in Article 9. If no appeal is made following the decision at Step 2, the matter will be considered settled.

- 8:06 The grievance procedure may be utilized by the Union in processing a grievance which is not an individual or group grievance and which alleges a violation of this Agreement. Such a grievance may be introduced at Step 2 of the grievance procedure. In processing such a grievance, the Corporation and the Union shall observe the specified time limits in appealing and answering.
- 8:07 Saturdays, Sundays, and holidays recognized herein shall not be included when determining the time within which any action is to be taken under Articles 8, 9 and 10. Any and all time limits fixed by this Article or Articles 9 and 10 may be extended by mutual agreement in writing between the Corporation and the Union. Any grievance not answered by the Corporation within the prescribed time limits may be appealed by the Union to the next step.
- 8:08 With a minimum of interference to the operations, grievance work will normally be done during the regular working hours of the employee. Employees who have a complaint under Clause 8:01 of this Article, their Shop Steward and/or Union Officer will be permitted sufficient time off with pay during their regular working hours to meet and discuss the complaint. Such employees must obtain permission from their Supervisor. Permission will not be unreasonably withheld. Likewise the aggrieved employee and the designated Union representative may

present any resulting grievance to the designated Corporation representative at each step of the grievance procedure.

8:09 Employees, accompanied by a Union representative if they so desire, may view their personnel file. The file will only be viewed in the presence of an official of the Human Resources Division. The employee may be given a copy of any correspondence pertaining to a complaint or grievance.

ARTICLE 9 - ARBITRATION

9:01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and that difference arises out of the interpretation, application, administration or alleged violation of this Agreement or out of any question as to whether a matter is arbitrable, one of the parties may within twenty-one (21) days following the decision at Step 2 of the grievance procedure established by this Agreement, notify the other party, in writing, of its desire to submit the difference or allegation to arbitration.

9:02 The party to whom the notice is given shall within five (5) days after receiving the notice, contact the other party for the purpose of selecting an Arbitrator. Arbitrators shall be selected in sequence from a mutually agreed list attached to the Collective Agreement. The list shall be updated on an annual basis. If the selected Arbitrator is not available, for any reason, the next Arbitrator in the sequence shall be called.

9:03 The Arbitrator shall be governed by the following provisions:

- (a) Shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary to the determination of the grievance, including remedies, but shall not have the power to alter or amend any of the provisions of this Agreement.
- (b) Shall have the authority to review and modify any penalty imposed by the employer and, in the case of discharge of an employee, substitute such other penalty as deemed just and reasonable in the circumstance.
- (c) Shall determine whether a grievance is arbitrable.
- (d) Shall have access to the employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
- (e) Shall determine the procedure and shall give full opportunity to both parties to present evidence and make representations.

9:04 The parties, recognizing the need for an early arbitration decision in cases where discharge is being grieved, will endeavour to select an Arbitrator and have the case heard within twenty (20) days immediately following the Corporation's answer under Clause 9.02. In all other grievances the parties shall endeavour to have cases heard within 4 months following the selection of an Arbitrator as per Article 9:02.

9:05 The decision of the Arbitrator will be final and binding on all parties.

9:06 Employees whose attendance is required by the Union at an

Arbitration hearing will on request, be granted the necessary leave without pay to attend such hearing.

9:07 The parties shall pay equally the remuneration and expenses of the Arbitrator.

9:08 No person shall be selected as an Arbitrator who has been directly involved in attempts to settle the grievance.

9:09 By mutual agreement between the parties the single Arbitrator may be replaced by an Arbitration Board.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10:01 **Discharge** - Employees who are discharged shall be notified in writing by the Corporation and the Union will receive a copy. Such notice will give the reasons for discharge. Discharge will be for just cause; if the employees consider they have been discharged for other than just cause they may, within five (5) days, file a written grievance commencing at Step 2 of the grievance procedure and time limits for Step 2 of the grievance procedure shall be observed.

10:02 **Discipline** - Employees who have written disciplinary action taken against them shall be provided with the original notice stating the reasons for the discipline. A copy of the notice will be placed on their personnel file and a copy will be forwarded to the Union. Discipline will be for just cause; if the employees consider they have been disciplined for other than just cause they may file a written grievance in accordance with Step 1 of the grievance procedure.

10:03 Following the completion of twenty-four (24) months of incident free

service, the Corporation shall not refer to or use a notice of discipline against an employee.

Upon written request of the employee, the notice of discipline will be removed from the employee's personnel file at the expiry of the twenty-four (24) month period.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11:01 Newly hired employees shall be probationary for a period of sixty (60) working days. During this period of probation the employees' suitability for regular employment will be assessed and if the Corporation determines the employees to be unsuitable their employment may be terminated. During this period of probation these employees shall have no seniority standing but will have the right to grieve any matter under the Collective Agreement other than termination for unsuitability. Should these employees be retained in employment their seniority shall be established in accordance with Article 12.

11:02 Employees, who have completed their probationary period, who are transferred into a vacant position shall undergo a trial period of twenty (20) working days. In the event they are not able or do not wish to complete the trial period, or cannot satisfactorily perform the job, they shall be returned to their former position, wage or salary rate, without loss of seniority, and any other employee who may have been transferred temporarily to fill the position left vacant by the initial transfer, shall also be returned to their former position, wage or salary rate, without loss of seniority. An employee's trial period shall not be terminated for unjust cause.

11:03 If probationary employees wish to discuss a complaint with their Supervisor, they may do so, with or without the assistance of a Shop Steward.

ARTICLE 12 - SENIORITY-VACANCIES-JOB POSTINGS-PROMOTIONS-TRANSFERS-LAYOFFS-RECALLS
SENIORITY

12:01 For the purpose of vacations, severance pay and pensions the benefits will be based on the accumulated years of employment of an employee from the date recognized by the Corporation as the date of hire with the Hydro Group of Companies.

12:02 For the purpose of this Article, Sections are as follows:

Operating
Communications
Electrical
Mechanical
Service
Fire and Security
Line Maintenance

12:03 There will be three (3) types of Seniority:

- a. Bargaining Unit
- b. Company
- c. Section

These three (3) types of Seniority are defined as follows:

- (a) Bargaining Unit Seniority is defined as the total length of accumulated service an employee has with CF(L)CO in any

classification covered by this Agreement.

- (b) Company Seniority is defined as the total length of accumulated service an employee has with CF(L)CO from the date recognized as the original date of hiring.
 - (c) Section Seniority is defined as the total length of accumulated service employees have with CF(L)CO in the Section in which they are regularly employed.
- 12:04
- (a) Employees transferred to another Section shall retain but shall not accrue Section Seniority in the Section from which they were transferred.
 - (b) Employees on lay-off status shall retain but shall not accrue any seniority.
 - (c) Employees transferred to the Office and Support Workers Unit shall retain but shall not accrue Section and Bargaining Unit Seniority.
- 12:05
- The Corporation shall post Bargaining Unit, Company and Section Seniority lists, based on the records of the Corporation as of April 1st and October 1st of each year and a copy will be sent to the Union. The employees will be listed in order of their seniority as defined in Clause 12:03. Their position on the list will establish their seniority in relation to each other. When any seniority is equal between two or more employees their position on the list will be determined by the alphabetical listing of their surnames.
- 12:06
- Employees who believe their seniority or relative position on the list to

be incorrect, should notify the Human Resources Division requesting the necessary correction. Any error will be corrected, the affected employee so notified and a corrected list posted within two (2) weeks of the notification. If agreement cannot be reached as to the seniority dates or relative position on the list, the affected employee may file a grievance directly at Step 2 of the grievance procedure. Such grievance must be filed within twenty (20) days of the date that the seniority lists were posted.

- 12:07 Employees who are off work during the time the seniority lists are posted shall be entitled to protest a date shown for them or their relative position on the list and to file a grievance if the matter is not satisfactorily resolved, provided that such grievance is filed within twenty (20) days following their return to active employment with the Corporation.
- 12:08 Employees shall lose all seniority they have established under Clause 12:03 for any of the following reasons:
- (a) Quit
 - (b) Discharge for cause
 - (c) Failure to return to work when called in accordance with the recall notice unless the employee can substantiate by medical evidence inability to return because of illness or accident. Such employee will remain on the recall list for the period stated in (d) of this Clause, but will not displace any employee hired to fill the position for which the employee was recalled. Such employee will retain and accrue seniority during disability

for the period of time that would have otherwise been worked.

(d) Laid off for a continuous period in excess of twelve (12) months

(e) Transfer to a non-union position

12:09 Employees, from the Office and Support Workers Unit transferred into positions as defined in Clause 12:10 (b) shall not accrue seniority under this Unit.

VACANCIES

12:10 (a) Where permanent vacancies occur which includes a promotion, a transfer or a new position, notice will be posted within fifteen (15) working days of its occurrence.

(b) Where temporary vacancies occur which includes a promotion, a transfer or a new position in excess of fifty (50) working days, notice will be posted within fifteen (15) working days of its occurrence.

(c) Should the Corporation decide that a vacancy occurring under Clause 12:10 (a) and (b) will not be filled, the Union will be notified of such decision within ten (10) working days after the vacancy occurs.

12:11 The notice will be posted on appropriate bulletin boards for a period of five (5) working days and a copy sent to the Union. The notice shall specify the classification required, the wage rate, a general outline of duties, the duration of the job and the required qualifications. An

employee may apply, on forms furnished by the Corporation, for the position within this five (5) day period. Within five (5) working days following the posting and application period the Corporation will post the name of the employee selected, if any.

JOB POSTINGS – PROMOTIONS

12:12 When filling a job posting, applicants who are permanent employees, shall be selected in the following order of priority:

- (i) The applicant with the most Section Seniority, who meets the specified qualifications as per Appendix AB@ attached to and forming part of this Agreement, and is able to perform the duties of the position.

If Section Seniority is equal between two (2) or more applicants then Bargaining Unit Seniority shall be the deciding factor. If Section and Bargaining Unit Seniority are equal then Company Seniority shall be the deciding factor.

- (ii) The applicant within this Unit with the most Bargaining Unit Seniority, who meets the specified qualifications as per Appendix "B" attached to and forming part of this Agreement, and is able to perform the duties of the position.

If Bargaining Unit Seniority is equal between two (2) or more applicants then Company Seniority shall be the deciding factor.

12:13 If the job posting is not filled as outlined in Clause 12:12 then applicants, who are permanent employees of the Office and

Support Workers Unit, will be selected as follows:

The applicant within the Unit with the most Bargaining Unit Seniority who meets the specified qualifications, as per Appendix "B" attached to and forming part of this Agreement, and is able to perform the duties of the position.

If Bargaining Unit Seniority is equal between two (2) or more applicants then Company Seniority shall be the deciding factor.

12:14 When a job posting for a permanent position is not filled as outlined in Clauses 12:12 and 12:13 then an applicant who is temporary or who has completed the Hydro Group Apprenticeship and who meets the specified qualification as per Appendix B attached to and forming part of this agreement and is able to perform the duties of the position will be selected.

12:15 When filling a job posting for a temporary position as outlined in Clause 12:12 and 12:13 then applicants who are temporary employees on active status and members of this bargaining unit will be selected as follows:

(i) The applicant, within the Section with the most Section Seniority, who meets the specified qualifications, as per Appendix B attached to and forming part of this Agreement, and is able to perform the duties of the position. If Section Seniority is equal between two (2) or more applicants then the Bargaining Unit Seniority will be the deciding factor. If Section and Bargaining Unit Seniority are equal then Company Seniority will be the deciding factor.

(ii) The applicant within this Unit with the most Bargaining

Unit Seniority who meets the specified qualifications, as per Appendix B attached to and forming part of this Agreement, and is able to perform the duties of the position.

If Bargaining Unit Seniority, is equal between two (2) or more applicants then Company Seniority shall be the deciding factor.

12:16 If a temporary job posting is not filled as outlined in Clauses 12:12, 12:13 and 12:15 the employee with the most Bargaining Unit Seniority, who at the time of lay-off was employed in the classification now required, shall be recalled to fill the position. The Corporation shall notify employees on recall by registered mail at their last known address and such employees shall notify the Corporation with seven (7) days of receipt of such notification.

12:17 Permanent employees who apply for vacancies, which occur in any classification in the Office and Support Workers Unit, will be selected as outlined in Clause 12:13 of the Office and Support Workers Unit Agreement.

12:18 Permanent employees who are unable to perform their own job, because of a permanent disability, will be provided with suitable alternative employment, if a job vacancy becomes available. Such vacancy shall not be posted, as per Article 12. The employee affected shall be appointed provided such employee is capable of performing the duties of the position. It is understood no other employee, who works on a continuous basis, shall, as a result of such appointment, be deprived of their regular job.

12:19 Temporary employees on active status who become unable to

perform their own job because of a permanent disability, will be provided with alternative employment, if a temporary job vacancy exists. Such a vacancy shall not be posted, as per Article 12. The employee affected shall be appointed provided such employee is capable of performing the duties of the position. It is understood no other employee, shall, as a result of such an appointment, be deprived of their job.

LAYOFFS - TRANSFERS – RECALLS

- 12:20 In the event of layoff, from a permanent position, employees shall be laid off in the reverse order of their Bargaining Unit Seniority, within the affected classification. If their Bargaining Unit Seniority, is equal then the employee with the least Section Seniority will be laid off. If Section Seniority is equal then the employee with the least Company Seniority will be laid off.
- 12:21 The Corporation shall notify employees, who are employed on a continuous basis in excess of twelve (12) continuous months, of lay-off at least four (4) weeks prior to the effective lay-off date or award four (4) weeks pay in lieu thereof. If a greater notice period is required under legislation then notice under legislation will apply.
- 12:22 A laid off employee under Clauses 12:19 or 12:20 may exercise seniority, as established in the Bargaining Unit, displacing any employee with less Bargaining Unit Seniority, provided such employee has the ability and qualifications to perform the work of the employee so displaced.
- 12:23 Permanent employees filling temporary positions through a job posting shall be returned to their regular position and classification

following the completion of the job to which they were assigned.

12:24 Recalled or newly hired temporary employees, shall be laid off following the completion of the job to which they were recalled or hired to fill. Such employees may exercise their Bargaining Unit Seniority to displace recalled or newly hired temporary employees with less Bargaining Unit Seniority who are working in temporary positions.

12:25 Employees transferred, recalled or hired to fill temporary positions as posted will not have the right to displace any permanent employee.

12:26 Employees who transfer from this Unit to fill a vacancy under the Office and Support Workers Unit, if laid off, may exercise their displacement options under this Unit.

12:27 Notwithstanding the provisions of Clause 12:10(A), should there be permanent employees on layoff within a required classification who have not lost seniority in accordance with Clause 12:08, such employees will be recalled to the vacancy and no posting will occur. For the purpose of lay off and recall only, the classification referred to in Article 12 shall be as follows:

Station Operator

Industrial Electrician

Millwright

Machinist

Welder

Heavy Duty Repair Mechanic

Automotive Repair Mechanic

Autobody Repair Mechanic

Plumber

Line Worker
Rewinder/Rewedger
Crane/Mobile Equipment Operator
Mobile Equipment Operator
Carpenter
Painter
Utility Worker
Janitor
Communications Technologist/Technician
Protection & Control Technologist/Technician
Warehouse Worker
Fire & Security Officer
Camp Attendant
Refrigeration Mechanic
Labourer

ARTICLE 13 - HOURS OF WORK

- 13:01 This Article is intended solely to define the normal hours of work and shall not be construed to be a guarantee of hours of work per day or days of work per week.
- 13:02 For the purpose of computing overtime, the workweek shall be a period of seven (7) consecutive days commencing at 00:00 on Monday and the workday shall be a period of twenty-four (24) hours commencing at 00:00 of any day.
- 13:03 Day employees are those employees assigned to the Sections below:
Communications
Electrical

Mechanical
Services
Line Maintenance

- (a) The normal workweek for day employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours each, establishing a normal workweek of forty (40) hours. Hours of work shall be from 08:00 to 17:00 hours each day with a one (1) hour unpaid lunch break. The lunch break shall not exceed one (1) hour and will normally be taken from 12:00 to 13:00 but may be shifted up to one-half (2) hour to meet the requirements of the job.
- (b) By mutual agreement between the Supervisor and the majority of employees involved in a task or project, the one (1) hour unpaid lunch break may be reduced to one-half (1/2) hour and the hours of work each day shortened correspondingly.
- (c) By mutual agreement between the Supervisor and the majority of employees involved in a task or project, the hours of work each day may be extended by two (2) hours daily. An employee will accumulate that time in lieu of pay with time to be taken off work after he/she has completed forty (40) hours worked in any one week. If the employee is called back to work on the designated day off, then he/she will be compensated at premium rates for all time so worked on that day.

13:04 Two-shift employees are the Janitors assigned to the Services Section. The normal workweek for two-shift employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours

each, establishing a normal workweek of forty (40) hours. These employees are scheduled to cover two shifts in a twenty-four (24) hour period. Their normal hours of work are 08:00 to 17:00 with a one (1) hour unpaid meal break, and 16:00 to 24:00 with a thirty (30) minute paid meal break.

- 13:05 Weekly schedules for employees other than rotating shift employees shall be posted no later than Wednesday of the preceding week. If it is necessary to change the employees' shift within a day, without having given them at least forty-eight (48) hours notice of the change, they shall be paid the appropriate overtime premium for all hours worked on the first shift so changed. Employees required to work on their posted day off or on a Sunday will be paid at the appropriate overtime premium for all hours so worked.
- 13:06 Employees, other than rotating shift employees, will be scheduled in accordance with Clauses 13:03 and 13:04, and when special conditions require a change in the employees' type of shift such change will incur no penalty provided that they are scheduled in accordance with Clause 13:05.
- 13:07 Rotating shift employees - Operating Section, Fire and Security Section
- (a) Shifts for rotating shift employees will be 08:00 to 20:00 and 20:00 to 08:00 and the daily hours of work are consecutive with meals eaten on Corporation time. Where required, the employee shall eat on the job and the Corporation shall not be obligated to provide a relief person for such time. It is understood that the workday will be a period of twenty-four (24) hours commencing at 00:00 hours of any day.

- (b) A twelve (12) month work schedule commencing at the beginning of the third pay period in each Calendar Year, along with crew rosters, shall be posted five (5) weeks in advance.

Management will prepare and post the work schedules after the shift rotation has been determined by a majority of the employees involved. This shift rotation will be subject to Management's concurrence. It is understood that accumulated days will be scheduled on the employees' first day shift or last evening shift.

The normal workweek shall be established by the work schedule and shall average forty (40) hours per week over the schedule period. During the five week posting period, all scheduling of vacations shall be completed after which the work schedule will be considered firm.

- (c) If it is necessary to transfer regular rotating shift employees to another crew, they shall be given a minimum of forty-eight (48) hours notice of the transfer. Employees so transferred shall become part of the crew to which they are assigned for a minimum of four (4) shifts of actual work or until the absence necessitating the transfer is over. Employees shall be given forty-eight (48) hours notice to return to their original crew. Failure to give the required notice will result in the payment of premium rates for all hours worked on the first shift so changed.
- (d) When employees are assigned to commissioning, structure, Wabush Terminal Station or other similar duties requiring a

change in shift rotation, their hours of work will be established as per Clause 13:03.

- (e) When shift changes create the necessity to reschedule days off, such rescheduling shall be done by mutual consent between the employees and their Supervisor.
- (f) Compensation for working any scheduled hours on a paid holiday (Clause 23:02) shall be double time for these scheduled hours worked in addition to the eight (8) hours holiday allowance.
- (g) When a paid holiday is observed on the employees' scheduled days off, they shall be paid a holiday allowance of eight (8) hours pay at their regular rate in addition to their regular pay for that pay period.
- (h) When employees are required to work overtime on a paid holiday they shall receive compensation for the hours worked at double their regular hourly rate in addition to the eight (8) hours holiday allowance.
- (i) A paid holiday as defined in Article 23 that occurs during an employee's vacation will not be deemed a vacation day.
- (j) Compensation for Christmas Eve and New Year's Eve holidays (Clause 23:02) will be in accordance with Clauses (f), (g), (h), or (i) of this Article except that the compensation will be based on four (4) hours.
- (k) In case there is conflict between this Clause 13:07 and any

other in this Agreement, then this Clause will govern.

- (l) It is understood that should there be evidence of employee fatigue, deterioration of safety standards, reduction in the present level of efficiency or increased operating costs resulting from the twelve (12) hour shift schedule, then either the Union or the Corporation may terminate the twelve (12) hour shift schedule and return to the schedule and rotation previously in effect in the Collective Agreement which expired November 17, 1984, upon giving one month's written notice to the other party.
- (m) The normal workweek for rotating shift employees, who are designated relief employees, shall average forty (40) hours per week over the scheduled period. This will be achieved by working eight (8) hours per day Monday through Friday 08:00 to 16:00 unless they are rescheduled to work rotating shifts in relief of regular rotating shift employees who are on a leave of absence. In these cases, they will be scheduled off on their day shifts in order to average the forty (40) hour week. When they are affected by a shift change, they will be given a minimum of twenty-four (24) hours notice. Failure to give such notice will result in overtime payment for all hours worked on the first shift so changed. Notice will not be required to return them to their regular schedule. Employees who are designated as relief employees will be the employees with the least Section Seniority.
- (n) An employee's request to reschedule vacations and/or accumulated days will not be arbitrarily denied.
- (o) Hours of work maybe changed for off-site training purposes

provided a minimum of forty-eight (48) hours notice is given.

- (p) Hours of work may be changed for on-site training when course instructors are brought from outside Churchill Falls, provided a notice of forty-eight (48) hours is given. Hours of work will not be changed more than four (4) times during the posted work schedule period.

- (q) Rotating shift employees, by majority vote of the employees within the section, may return to the eight (8) hour shift schedule. Request for such a change must be made prior to the posting period as established in Clause 13:07 (b). Hours of work, schedules and rotation associated with the eight (8) hour shift system must be redefined prior to implementation.

ARTICLE 14 - TWIN FALLS

14:01 Prior to reactivation of the Twin Falls Power Plant, the Corporation and the Union will renegotiate the specific provisions in this Agreement to sustain normal plant operation.

ARTICLE 15 - OVERTIME

- 15:01 (a) For rotating shift employees only, overtime at 200 percent of regular rate will be paid for all hours worked in excess of scheduled hours or on an employee's scheduled days off.

- (b) For day employees and two shift employees overtime will be paid at 200 percent of the regular rate for all time worked outside or in excess of the workday or workweek. Employees required to work overtime will, where possible, be

given at least four (4) hours notice of the overtime requirement.

15:02 Any time paid for at overtime rates in any workday shall not be used to compute overtime for workweek. To the extent that hours are compensated for at overtime rates under one provision, they shall not be considered as hours worked in determining overtime under the same or any other provision of this Agreement.

15:03 Overtime rates shall not apply in cases of:

(a) Exchange of shifts, with Corporation approval, by employees for their own convenience.

(b) Short change of shifts, within the same day and/or the same week, in accordance with accepted shift schedules.

15:04 Opportunities for overtime hours shall be equitably distributed among employees in each Shop who normally perform the work to be done. The Corporation will post on a monthly basis, in the applicable Shop, a list showing actual overtime hours worked and the opportunities for overtime hours which were made available to each contacted employee and were not worked because of some excusable reason approved by the Supervisor. The distribution of overtime will be based on the availability of the employee and calculated as a percentage of the regular hours worked monthly and ending at calendar year end. A sample form used for the posting and calculating of overtime is shown in Appendix "D".

15:05 An employee may elect to accumulate up to the equivalent of forty-eight (48) straight time hours in lieu of pay for the overtime worked. One (1) hour of overtime worked will be banked as two (2) hours.

Such time off will be requested in advance and taken at a time mutually agreed upon by the employee and the Supervisor.

15:06 Employees who report for work on scheduled overtime without having been notified at their normal place of residence not to report, and for whom no work is available, will be paid two (2) hours pay at their regular rate.

- 15:07
- (a) A call-out will be defined as overtime work for which notification is not given in advance of the employees' regular scheduled quitting time on their last regular working day prior to the overtime requirement.
 - (b) Where employees are called out for work after they have left their place of work, other than for the continuation of their regular scheduled shift, they shall receive a minimum of six (6) hours straight-time pay or the prevailing overtime rate for actual hours worked whichever is the greater.
 - (c) If employees are required to perform work other than that for which they were called, they shall be paid for such work at the prevailing overtime rate.
 - (d) When overtime is rescheduled or cancelled after an employee has left their normal place of work, a minimum of six (6) hours straight time pay or the prevailing overtime rate for actual hours worked, whichever is the greater shall be paid.

ARTICLE 16 - WAGES

16:01 Wage rates covering all classifications within the bargaining unit are set out in Appendix "A" attached to and forming part of this Agreement.

ARTICLE 17 - PREMIUMS

17:01 For the purpose of this Article:
Day Shift is 08:00 to 16:00
Evening Shift is 16:00 to 24:00
Night Shift is 00:00 to 08:00

17:02 The following shift premium will be paid for any regular time scheduled and worked on evening shift and night shift.
Evening shift \$1.05/hour
Night shift \$1.15/hour

17:03 Rotating shift employees, who are required to work regular shifts on Sunday when it is essential to schedule shifts on a 24 hour basis, 7 days a week for the operation and protection of the Churchill Falls Operations facilities, will be paid 200% of the regular rate for work scheduled and performed on Sundays.

17:04 Employees will be paid at 200% of their regular rate for work performed on the following structures:
Logan Communications Tower
Atikonak Communications Tower
Emeril Communications Tower
Churchill River Crossing Span
Non-Directional Beacon

Monopole in the Switchyard

ARTICLE 18 - TRAINEE PROGRAM

18:01 A Trainee Program shall be established in the following area:
Technician/Technologist
Protection and Control Department
Communication Department

18:02 Eligibility to enter the program is a graduate of a minimum of three (3) (3) years recognized technology course required by the Corporation or the equivalent of a three (3) year technology course and is eligible to become a member of the A.E.T.T.N.

18:03 The following levels of progression will apply during the formalized training period:

1st year	-	Technician 1
2nd year	-	Technician 2
3rd year	-	Technician 3
4th year	-	Technician 4
5th & 6th year	-	Sr. Technician

Upon satisfactory completion of the six (6) year program, the employee will receive the classification of Technologist. This classification is responsible to provide Technical direction to Technicians.

ARTICLE 19 - REPORTING PAY

19:0 Employees who report for work on a regular scheduled day or shift without having been notified at their normal place of residence not to

report and for whom no work is available will be allowed four (4) hours pay at the rate of the job for which they were scheduled.

19:02 Employees who report for work on a regular scheduled day or shift and actually perform work will be paid a regular day's pay, at the rate of pay for the job for which scheduled unless they are assigned to a higher rated job in which event they will be paid at the rate of the job performed.

19:03 Clause 19:01 or 19:02 shall not apply to employees who are returning to work after an unauthorized absence.

ARTICLE 20 - OUTLYING AREAS

20:01 When employees are assigned to work which takes them away from their normal job site, from which they are unable to return home as planned, they will receive in addition to their normal day's pay an additional two (2) hours, at their regular straight-time rate, for each such unplanned overnight stay, unless payment has been made in accordance with Clause 20:02 or 20:03.

20:02 When employees are assigned to work which takes them away from their normal job site and requires them to remain overnight, prepare their own meals, and perform general housekeeping duties, an additional three (3) hours at their regular straight-time rate will be paid for each such overnight stay, unless payment has been made in accordance with Clause 20:01 or 20:03.

If the employees provide their own food, applicable expenses will be paid in Accordance with Clause 46:01.

20:03 Employees who are stranded in an outlying area while on a work assignment, and where there are no accommodations available, will be paid premium pay for all hours stranded outside regular working hours. On return home these employees will be subject to the provisions of Article 29.

ARTICLE 21 - OVERTIME MEALS

- 21:01
- (a) Employees who are scheduled to work in excess of one (1) hour beyond the end of a regular shift will provide their own meal. However, if such overtime continues hot meals, where practical, shall be provided at four (4) hour intervals thereafter by the Corporation.
 - (b) Employees who are required to work in excess of one (1) hour beyond the end of a regular shift will be provided with a hot meal where practical. If such overtime continues, additional meals shall be provided at four (4) hour intervals thereafter.
 - (c) Employees who are required to work in excess of one (1) hour beyond the end of a regular shift and who at the end of their regular shift have not been provided a one (1) hour unpaid meal break will be supplied with a hot meal where practical. If such overtime continues additional meals shall be provided at four (4) hour intervals thereafter.
 - (d) Employees scheduled to work on their day off will provide their own meal, unless the hours exceed eight (8) (12 hours rotating shift employees). If exceeded, Clause 21:01 (b) above shall apply. For the purpose of overtime meals, employees

scheduled to work on their days off shall be provided overtime meals as if it were a regular work day.

- (e) Employees who are required to work after the end of a regular shift and have been provided with a one (1) hour unpaid meal break will be supplied with a hot meal, when practical, at four hour intervals thereafter.

21:02 Employees who are called out in accordance with Clause 15:07 (a) or (b) prior to one (1) hour before the start of their regular shift shall be provided with a hot meal, where practical, and every four (4) hours thereafter up to the regular meal break.

21:03 Time to eat the meal(s) not exceeding thirty (30) minutes will be considered as time worked. When it is impractical to provide meals the employee shall receive \$15.50 cash in lieu for each meal not provided as required under this Article.

January 6, 2003 \$15.75

January 5, 2004 \$16.00

ARTICLE 22 - TEMPORARY ASSIGNMENTS

22:01 Should employees, because of shortage of work at their regular job or as an alternative to layoff be assigned to another job, they shall be paid at the rate of the job to which they have been assigned, effective at the commencement of the next pay period, subject to the provisions of Article 12.

22:02 Should employees be assigned to a job classification carrying a higher basic wage rate than their regular job classification, they shall be paid the hourly wage rate for the new job for all hours worked

throughout the duration of the assignment.

22:03 Employees, with the exception of the Senior Station Operator, assigned as working foreman will receive six percent (6%) above the rate of the highest classification supervised or six percent (6%) above their regular rate, whichever is greater; while they are performing these duties.

22:04 Employees assigned Supervisory responsibilities in the absence of the regular Supervisor or when work requirements warrant such assignment, they will be paid twelve (12%) above the rate of the highest classification supervised or twelve (12%) above the regular rate whichever is greater, while performing these responsibilities. In addition to supervisory responsibilities employees shall also perform bargaining unit work when time and circumstances permit.

22:05 When employees are temporarily assigned to a classification which carries a lower basic wage rate than their regular job classification they shall be paid at the rate of their permanent classification while filling the lower position.

ARTICLE 23 - PAID HOLIDAYS

23:01 Employees shall receive, for any of the holidays set forth in Clause 23:02, except Christmas Eve and New Year's Eve, a holiday allowance equal to eight (8) hours at their regular rate or four (4) hours for Christmas Eve and New Year's Eve, providing that they are not absent without permission on their last scheduled working day preceding, and their first scheduled working day following the holiday.

23:02 Whenever used in this Agreement, the term "holiday" means one of

the following days:

New Year's Day	Labour Day
Good Friday	Armistice Day
Victoria Day	Christmas Eve p.m.(1/2 day)
Canada Day	Christmas Day
1st Monday in August	Boxing Day
Thanksgiving Day	New Year's Eve p.m.(1/2 day)

Also, any special non-recurring holiday proclaimed by the Newfoundland and/or Federal Government.

In addition to the holidays referred to above, each permanent employee shall be entitled to three (3) holidays with pay to be taken at a time mutually agreed between the Corporation and the employee, so that there will be no interruption of operations. Pay for these holidays shall be eight (8) hours at the employee's regular straight-time rate. These holidays must be taken within the Calendar Year.

During an incomplete year of service, an employee shall be entitled to only one floating holiday for each four (4) months of complete service.

23:03 Day employees or two shift employees who are required to work on a holiday, except Christmas Eve and New Year's Eve, will receive 200% of their regular rate for each hour worked in addition to the eight (8) hours holiday allowance paid at their regular rate. In the case where these employees work on Christmas Eve and New Year's Eve (Clause 23:02), they will receive 200% of their regular rate for all hours worked after 12:00 hours and in addition will receive four (4) hours holiday allowance paid at their regular rate.

- 23:04 For the purposes of computing overtime, hours for which holiday allowance is paid shall be considered as hours worked.
- 23:05 An employee who is scheduled to work on a holiday and fails to do so and has not been granted an excused absence shall not receive holiday allowance.
- 23:06 (a) The days on which the holidays referred to in Clause 23:02 will be observed at Churchill Falls, for purposes of pay, will be determined by mutual consent. Should the parties fail to agree, the holidays will be observed on the days declared by the Government of Newfoundland and Labrador.
- (b) Notwithstanding the above, rotating shift employees shall observe designated paid holidays on the actual date that they occur.

ARTICLE 24 - VACATIONS

24:01 Vacations will be based on the Calendar Year and vacation credit will be earned in accordance with the following schedule:

<u>COMPLETE CALENDAR YEARS OF SERVICE</u>	<u>VACATION CREDITS</u>
1	18
2	20
3	22
4	24
5 to 10	27
11 to 17	28
18 to 21	29

22 and succeeding 30

**NUMBER OF
REGULAR
DAYS WORKED X CREDIT**

260

rounded upwards to the next whole day.

- 24:02 Each employee shall be entitled to an additional five (5) days "sabbatical". Vacation to be taken after the anniversary of five (5) years continuous service and at each five (5) years interval thereafter.
- 24:03 All vacations shall be taken during the year beginning January 1st following the year in which they are earned, except that an employee commencing employment prior to May 1st may take up to five (5) days vacation as it is earned during the initial year of service. Notwithstanding the above, an employee may carry over up to five (5) days vacation into the next vacation year, providing the request is made before the thirty-first day of December.
- 24:04 Vacation pay will not be paid for vacation entitlement not taken except where employees are prevented by the Corporation from taking their vacation in the current vacation year.
- 24:05 Vacation pay shall be calculated at eight (8) hours pay for each day of vacation entitlement at the employees' prevailing rate of pay at the time their vacation commenced.
- 24:06 A paid holiday, as outlined in Clause 23:02, that occurs within an

employee's vacation period will not be deemed a vacation day.

24:07 Bereavement leave as outlined in Clause 25:04 that occurs within the employees' vacation period will not be deemed vacation days.

24:08 If employees are ill on the date the vacation is scheduled to start, then, subject to Clause 24:04, the vacation will be rescheduled. Employees shall submit a doctor's certificate attesting to the illness.

If employees are hospitalized during their vacation, then the days of such hospitalization and any subsequent convalescence period will be charged to sick leave, and, subject to Clause 24:04, the resulting vacation credits then remaining will be utilized at a time suitable to the Corporation. Employees must submit to the Corporation medical proof, from their medical physician, of the necessity of such hospitalization and convalescence period.

24:09 Although the Corporation will try to accommodate employees as to the time of taking vacation, necessities of operations must be given full consideration. The Union agrees to co-operate with Management in scheduling vacations in such manner that maximum operations may be maintained.

24:10 Temporary employees shall receive vacation pay in lieu of vacations and will be paid at the rate of 7% of regular wages. Such pay will be calculated and paid each pay period.

ARTICLE 25 - LEAVES OF ABSENCE

25:01 Employees shall work as scheduled unless they have requested and received a leave of absence, with or without pay, as listed in this

Article. Leave with pay under any of the following clauses shall be calculated at eight (8) hours pay for each day of leave at the employee=s prevailing rate of pay at the time the leave commenced.

25:02 **UNPAID LEAVE**

- (a) Leave without pay may, be granted on request of the employee and will not be arbitrarily denied. However, the Corporation shall have the right to approve or deny such request and, if approved, to determine the duration of the absence.
- (b) Employees while on a leave of absence for a period in excess of one (1) month, shall not become entitled to or have credited to them any benefits which arise out of this Agreement other than seniority.

25:03 **UNION BUSINESS**

Subject to the requirements of the Corporation, leave without pay will be granted to employees to attend Union functions, provided at least one (1) week written notice is given to the Corporation. When employees are granted leave for Union business the Corporation will retain the employees on its payroll and invoice the Union for the appropriate wages paid. The Union will remit payment to the Corporation within thirty (30) days of receipt of the invoice.

25:04 **BEREAVEMENT LEAVE**

Employees will be granted five (5) regularly scheduled work days leave (4 - 12 hours shifts if applicable) with pay commencing on the date of death of the spouse, or common-law spouse, child, parent,

legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, immediate brother-in-law/sister-in-law or other relative or dependent living in the household of the employee. Travel benefits, as per Clause 42:01 (d) shall apply.

25:05

MATERNITY LEAVE

- (a) Employees will be granted Maternity Leave, without pay, up to a maximum of seventeen (17) weeks. The commencement and termination dates of an employee's Maternity Leave shall be a matter of mutual agreement between the employee and the Supervisor. The commencement date shall be determined as soon as possible after the employee is aware of her pregnancy with the employee's request not to be unreasonably denied.
- (b) The Supervisor reserves the right to require an employee to commence Maternity Leave prior to the time specified in Clause 25:05 (a) if, after medical examination, it is found that the state of her health is incompatible with the requirements of her job.
- (c) An employee will be awarded Sick Leave, in accordance with Article 26, for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of Maternity Leave or birth of the child, whichever occurs first.
- (d) Employees granted Maternity Leave shall continue to accumulate seniority under Article 12, but will not be paid for holidays (Article 23) occurring during their leave of absence. Vacation entitlement will accumulate during Maternity Leave

provided the employee returns to work at the expiry of the approved leave.

- (e) The employee may return to duty after two (2) week's notice of her intention to do so, on submission of a satisfactory certificate of fitness from her physician. Upon her return to work she will be reinstated in her former position and will receive any new increased salary rate or step that would affect her classification rate.
- (f) During the Maternity Leave the Corporation will continue to pay the premiums for coverage of the Corporation's Group Insurance Benefits Program.

Employees will continue to pay the required premium for Long Term Disability (LTD) and Dental Coverage and any other optional insurances. Employees will make any required payments for other items (e.g., Computer, Canada Savings Bond, Home Auto Insurance).

- (g) Pensionable service for Maternity Leave will be continued if the employee so elects coverage as per the Public Service Pension Act.
- (h) Upon the written request of the employee, information will be provided on training and promotional opportunities while on Maternity Leave.

25:06

ADOPTION LEAVE

- (a) Employees will be granted Adoption Leave, without pay, to a

maximum of seventeen (17) weeks commencing on the day the child comes into the actual care and custody of the employee. An employee wishing to apply for Adoption Leave must provide at least four (4) weeks written notice prior to the estimated date of adoption. Proof of adoption must be provided to the satisfaction of the Corporation.

- (b) The employee on Adoption Leave will continue to receive Corporation benefits under Clause 25:05 (d), (e), (f), (g) and (h).

25:07

PARENTAL LEAVE

Employees who assume care and custody of a newborn or newly adopted child will be granted Parental Leave, without pay, up to a maximum of thirty-five (35) continuous weeks which shall commence:

- (a) in the case of a female employee on the expiration of Maternity or Adoption Leave. Notwithstanding the above, a female employee may utilize her remaining vacation entitlement and/or approved vacation carryover immediately following Maternity Leave but prior to the taking of Parental Leave.
- (b) in the case of a male employee within thirty-five (35) weeks of the date that the child is born or comes into his actual care and custody.

An employee wishing to apply for Parental Leave must provide at least four (4) weeks written notice prior to the estimated date of birth or adoption. Proof of adoption must be provided to the satisfaction of the Corporation.

Employees on Parental Leave will continue to receive Corporation benefits as per Clause 25.05 (d), (e), (f), (g) and (h).

25:08

RELOCATION

Employees shall be granted a leave of absence, with pay, for the purpose of relocating their family and/or personal effects to Churchill Falls or Wabush.

- (a) Five (5) days of eight (8) hours per day at the employees' normal rate of pay when after having been accommodated on single status they are initially assigned family accommodations.
- (b) Three (3) days of eight (8) hours per day at the employees' normal rate of pay, when after living on married status in a furnished unit they are first assigned unfurnished accommodations provided they have not previously received a benefit under Clause 25:08 (a). In this instance travel as per Clause 43:01 (f) shall not apply where the relocation of personal effects and furnishings were provided at initial hiring.
- (c) Three (3) days of eight (8) hours per day at the employee's normal rate of pay when a single employee first becomes married and is assigned family accommodations.
- (d) Three (3) days of eight (8) hours per day at the employees' normal rate of pay when, at their time of hire, they are assigned unfurnished accommodations but were provided furnished

accommodations while awaiting their personal effects and furnishings to arrive on site. In this instance travel as per Clause 43:01 (f) and (g) shall not apply.

- (e) Three (3) days of eight (8) hours per day at the employee's normal rate of pay when an employee requests and is granted unfurnished accommodations. In this instance Travel as per Clause 43:01 (f) and (g) shall not apply.

Leave granted under this Clause 25:08 shall only apply to the employee who is assigned the accommodations. An employee may only claim such leave once during their term of employment.

25:09

JURY/COURT LEAVE

- (a) Employees serving jury duty and those who have been subpoenaed to appear before a Court of Law or a Public Enquiry shall be paid the same regular wages as they would if they had been at work during the time they were absent from work because of their compliance with the summons or subpoena.
- (b) Employees who are required in the performance of their duties as Fire/Security Officers to attend any court of judicial enquiry shall suffer no loss of regular wages as a result of such attendances.
- (c) In the event that any employee is accused of an offence which requires them to attend court they shall be entitled to leave without pay to make the court appearance. If the employee is in custody while awaiting a court appearance the Corporation

may grant the employee leave without pay for the duration of the incarceration. The Corporation may revoke any such grant of leave in the event that the employee is convicted of any charge arising out of those legal proceedings.

25:10 **UNION OFFICE LEAVE**

Employees who are selected by the Union for Executive positions within the Union that requires them to leave the service of the Corporation as Permanent Employees, shall be given the opportunity to arrange a leave, without pay, from the Corporation not exceeding four (4) years duration, and should such employees wish at the end of such leave of absence to return to the Corporation as Permanent Employees, the Corporation shall, where possible, return them to the positions held prior to such leave. In the event that the positions have become redundant and/or the technology of the positions have changed, the employees shall be offered comparable employment, within the area, for which they are qualified.

In order to retain coverage under the Corporation's benefits in accordance with Article 42 and 45, with the exception of L.T.D., the employees will be required to pay the premium in whole for the period of their absence. They shall retain and accrue seniority with the Corporation as if they had been continuously employed.

25:11 **LEGAL ASSISTANCE**

The Corporation will pay the legal costs associated with the defence of Fire/Security Officers who are sued as a result of acts arising from the normal performance of their duties. Employees shall have the right to choose their own counsel to represent them in their defence.

In addition, the Corporation shall ensure there is no loss of regular wages and will pay travel and accommodation expenses (in accordance with Corporation Policy), for the duration of the legal proceedings.

25:12 **PATERNITY LEAVE**

Full time employees who are living in Churchill Falls, will be granted Paternity Leave of up to four (4) days with pay when they travel in accordance with Site Administration Regulation No. 3.6, Section 6.3. The days eligible for payment shall be any normally scheduled work days or part thereof, to a maximum of four (4), falling within the travel period. Payment should be calculated at the employee's normal straight time rate at the time the leave is granted.

25:13 **CHILD CARE LEAVE**

The Corporation agrees to grant employees up to twenty (20) working days, annually, leave of absence without pay during any periods the employees are required to be off work to care for their family due to illness, accident or maternity of their spouse and the employees are unable to secure suitable care for their children.

25:14 **EDUCATION LEAVE**

Where an employee wishes to participate in full time studies at a recognized institute of learning, leave of absence may be granted, without pay and without loss of seniority, subject to the following conditions:

- (a) Prior approval by the employees' Department Manager and

the Human Resources Division on the recommendation of their Supervisor.

- (b) Leave will be for the duration of the term of the selected course, but in no case will it exceed ten (10) months at any one time.
- (c) The purpose of the course is to upgrade knowledge and skills which could qualify the employees for promotional opportunities. within the Corporation.

Subject to the foregoing, arrangements will be made for the employee to continue to participate in the Pension Plan and Group Insurance Plan. No rebate will be paid for such full time studies.

25:15

FAMILY RESPONSIBILITY LEAVE

Subject to the Supervisor's approval, and the requirements of the Corporation's Operations, permanent employees may be granted special leave with pay, not exceeding three (3) days (twenty-four (24) hours), a year to attend to the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent immediate family members; meeting with school authorities; home and family emergencies.

ARTICLE 26 -

SICK LEAVE

26:01

Sick Leave is to provide income continuance on a regularly scheduled working day or shift when an employee is unable to work due to illness or non-compensable accident. Proof of illness or accident must be provided to the satisfaction of the Corporation.

- 26:02 A permanent employee's income will be continued while absent due to illness or non-compensable accident at the rate of 100% for the fifteen (15) week eligibility period of the Corporation's Long Term Disability Plan.
- 26:03 Employees, who are hired into temporary jobs, will receive 100% income on absence due to illness or non-compensable accident for the length of time hired into that temporary job as per the notice of employment, but in no case will that income exceed fifteen (15) weeks. These employees will not be eligible for Long-Term Disability benefits. However full-time employees temporarily transferred to these jobs will not be subject to this Clause.
- 26:04 Scheduled visits to physicians, dentists and optometrists will be recognized as Sick Leave providing at least two working days advance notice to the appointment is given to the Supervisor. Scheduled visits as stated above, which involves travel to other locations, will only apply if referrals are recommended and arranged through the Churchill Falls resident doctor.

ARTICLE 27 - APPRENTICES

- 27:01 The Union recognizes the value and necessity of the Hydro Group of Companies (Corporation) Apprenticeship program and agrees to cooperate fully in the implementation thereof.
- 27:02 The schedule of rates of pay for apprentices are as set forth in Appendix "A" attached hereto and forming part of this Agreement.
- 27:03 Apprentices, on attaining their journeyman status, are under no

obligation to accept permanent employment with the Corporation. The Corporation, likewise, is under no obligation to provide permanent employment for the apprentices.

Nevertheless the Corporation, when requested by the apprentices, will retain them for an additional period of six (6) months from the date they receive their journeyman status.

If, during the above six (6) month period, a vacancy occurs or a new position is created within the apprenticed trade, and the apprentice applies for same, such application will be given due consideration. If the applicant is successful, permanent status will be given on acceptance of the position. If unsuccessful, employment will be terminated at the end of the six (6) month period stated above.

27:04 Apprentices, while employed with the Corporation, will be subject to the terms and conditions of the Collective Agreements existing in the area, where they are working from time to time, except that their probationary period will be the six (6) month period required by the program. They will be governed solely by this Article 27 for the purpose of seniority and eligibility for permanent employment. They will not be eligible for severance pay unless they obtain permanent employment.

27:05 An Advisory Committee, with equal representation from the Corporation and the Union will, from time to time, review and make recommendations to the Corporation on the Apprenticeship Program.

ARTICLE 28 - CAMP STANDBY

28:01 When an employee is required to remain at a camp to cover the

operation for a twenty-four (24) hour period on their scheduled days off, they shall receive eight (8) hours straight time pay for each such twenty-four (24) hour period. If they are required to work overtime during this period, they will be paid overtime rates for actual hours worked in addition to the said eight (8) hours pay.

ARTICLE 29 - REST PERIOD

29:01 The Corporation will make every reasonable effort to grant an eight (8) hour rest period to any employee who has worked for fourteen (14) hours in a twenty-four (24) hour period. If said eight (8) hours or portion thereof occurs within the employee's next scheduled regular hours of work, that time so occurring shall, for pay purposes, be considered time worked.

29:02 If an employee is required to work during the period between midnight and 05:00 hours, the employee will be permitted where possible, an eight (8) hour rest period before required to assume regular duties. If any portion of the eight (8) hours occurs within the regular hours of work, that time so occurring shall for pay purposes, be considered time worked.

29:03 It is to be understood that in the case of an emergency which constitutes an imminent hazard to life or property, it may not be possible to comply fully with the above, however, the major consideration must be the safety of the employee.

29:04 This Article shall not apply to employees who are working in accordance with accepted shift schedules.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY

- 30:01 The existing safety devices and practices of the Corporation, for the purpose of protecting employees from injury, accident and unhealthful conditions at work during their working hours, shall be continued subject to such improvements or changes as the Corporation may from time to time determine to be advisable. The parties recognize that employees have the right and obligation to report unsafe conditions and practices to their immediate Supervisor.
- 30:02 A Union-Management Occupational Health and Safety Committee shall be established consisting of two members appointed by the Union from their Bargaining Unit and two members appointed by Management. Each party shall notify the other in writing of its appointees and any subsequent changes.
- 30:03 One Corporation and one Union representative from the Committee shall conduct inspections as recommended by the Committee but in no instance will the time between inspections exceed three (3) months.
- 30:04 Within five (5) days after the inspection, a meeting of the Committee shall be held to discuss the findings of the inspection and any other items of safety. Minutes of meetings will be distributed to each committee member and will, within five (5) days, be presented to Management with recommendations for action.
- 30:05 Members of the Occupational Health and Safety Committee will be paid at their straight time hourly rate for hours which would have otherwise been worked when on safety inspection or safety meetings.
- 30:06 Employees will not be required to attend safety/shop meetings held

outside their regular working hours. However if they elect to attend, when requested, they shall be paid at their straight time hourly rate for all time spent in such meetings.

ARTICLE 31 - SAFETY AND PROTECTIVE EQUIPMENT

31:01 Employees are required to use and/or wear safety equipment and apparel for their protection in the performance of their duties:

(a) The following, when required, will be supplied to each employee at Corporation expense:

1. Safety glasses
2. Hard hats, complete with liners
3. Work gloves
4. Coveralls (non-insulated)
5. Bug Jacket (1)

(b) The following protective equipment will be loaned out by the Corporation on a charge basis, and credited upon return in good condition, subject to normal wear and tear:

1. Safety goggles and protective face masks for duties such as cutting, welding or grinding
2. Welders gloves, masks, vests and blankets
3. Snowmobile helmets or goggles
4. Linesworker's belts and spurs
5. High voltage rubber gloves and leather protectors
6. Rain gear
7. Conductive boots
8. For Fire and Security Officers, fire coats, rubber boots, waterproof gloves, fire helmet with lining
9. Safety Harness

Electrician's and lineworker's protective equipment as described in items 4., 5., 7., and 9. above, while in the Corporation's custody, will be properly cared for and where appropriate, tested as required.

- (c) Following the completion of their probationary period, permanent employees who are required to wear safety footwear shall be paid a subsidy of \$180.00 payable in October of each year, towards the purchase of Corporation approved safety footwear.
- (d) Employees are required to provide suitable clothing necessary for the performance of their regular duties. Extra protective clothing necessary for temporary assignments outside regular duties and work clothing for use on infrequent assignments causing extreme wear and tear will be loaned by the Corporation.
- (e) Employees who in the performance of their duties accidentally damage or break their prescription glasses shall have same repaired or replaced by the Corporation.
- (f) Following the completion of their probationary period, permanent employees, with the exception of Fire and Security Officers,

Painters, Janitors, and Rewinder/Rewedgers, and employees who receive Corporation issue snowmobile suits who are required to work out of doors during the winter months (October - April) shall be paid a winter clothing subsidy of

\$175.00 payable in October of each year towards the purchase of such clothing.

- (g) Employees required to work out of doors during the winter months (October to April) shall be supplied with insulated coveralls.

ARTICLE 32 - TOOLS

32:01 All trades people will be supplied the tools necessary for the performance of their trade. Such tools shall remain the property of the Corporation.

ARTICLE 33 - CONTRACTING OUT

33:01 Permanent employees who are members of the Union will not be laid off as a result of work shortages resulting from contracting out.

33:02 Any contract work will be discussed in advance with the Union.

ARTICLE 34 - CO-OPERATIVE COMMITTEE

34:01 A Co-operative Committee has been established between employees who are members of Local Union 2351 of the International Brotherhood of Electrical Workers and the Churchill Falls (Labrador) Corporation for the purpose of discussing matters of mutual interest other than formal grievances.

34:02 The committee will be comprised of Management representatives and up to seven (7) Union representatives. The Chairperson will alternate between Union and Management. The Corporation will

provide secretarial services.

- 34:03 A minimum of one (1) meeting per quarter shall be held. Times may be altered and additional meetings may be called by either Chairperson by mutual agreement with the other.
- 34:04 Each Chairperson will submit to the secretary a list of the subjects to be discussed at the meeting. The secretary will distribute the agenda to each Chairperson prior to such meeting being held.
- 34:05 The Union representatives on the Committee will be given leave with pay to attend these meetings. Overtime and expenses will not be paid by the Corporation.

ARTICLE 35 - VALIDITY OF AGREEMENT

- 35:01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable provincial or federal law, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of this Agreement.

ARTICLE 36 - NOTICES

- 36:01 Any notices in writing required by this Agreement or which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Corporation:

Churchill Falls (Labrador) Corporation Limited
Churchill Falls, Labrador, Newfoundland, AOR 1AO
Attention: Human Resources Division

To the Union:

International Brotherhood of Electrical Workers

Local 2351

P. O. Box 235

Churchill Falls, Labrador, Newfoundland AOR 1A0

36:02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

36:03 Either party may change its address for service of notices at any time by notice above mentioned.

ARTICLE 37 - NEGOTIATING COMMITTEE

37:01 The Corporation agrees to pay up to six (6) employees including one member from the Office and Support Workers Unit who are members of the Combined Union Negotiating Committee for time spent negotiating a new Agreement including time spent in conciliation and arbitration. Under no circumstances will premium time be paid to employees as a result of these negotiations.

ARTICLE 38 - SEVERANCE AND RETIREMENT COMPENSATION

38:01 The Hydro Group Policy on Termination Remuneration will apply to permanent employees covered by this bargaining unit.

Retirement Compensation will be to a maximum of 26 weeks and will be no less beneficial than the policy that exists on the signing date of this agreement.

ARTICLE 39 - TRAINING

39:01 **ON-SITE TRAINING** - Training, re-training, and refresher courses will normally be given employees during regular working hours at straight time rate. In the event that circumstances necessitate these courses being given outside regular working hours, employees attending will be paid at the prevailing overtime rate.

39:02 **OFF-SITE TRAINING** - Training, re-training, and refresher courses may from time to time require an employee to travel to various schools of instruction. In such cases the employee shall be paid a maximum of eight (8) hours per day and forty (40) hours per week regardless of the length of the training assignments. The Corporation will grant travel time up to a maximum of four (4) hours, at straight time rates, for each day travel is required on the employees scheduled day off. Notwithstanding the above, should the employee be required to travel overland to and/or from Churchill Falls - Wabush on a scheduled day off, the maximum allowable travel allowance for that day will be eight (8) hours at straight time rates. The Corporation shall provide the necessary transportation, room and board to employees who are required to attend off-site training.

Wherever possible, accommodations shall be on single status.

39:03 Employees who report for on-site training outside of normal schedule work hours without having been notified at their normal place of

residence not to report, and for whom no training is available will be paid two (2) hours pay at their regular rate.

ARTICLE 40 - EMPLOYEE EDUCATIONAL ASSISTANCE

40:01 When an employee desires to participate in job related staff development or self development courses, rebates will be given only if the requirements listed below are met. Course which will be considered for approval are courses given by a recognized trade school, technical school, high school, college, university professional group or correspondence courses.

1. The employee must have the study course approved by:
 - (a) The Department Manager on the recommendation of the employee's Supervisor.
 - (b) The Human Resources Division prior to undertaking the course.
2. The employee must pay the full cost of the course before a rebate will be made.
3. The employee must furnish evidence of having satisfactorily completed the course.

40:02 Subject to the foregoing conditions, the Corporation will rebate up to 100 percent of the cost of approved staff development courses and 50 percent of the cost of approved self development courses, including assigned text books and any membership fees if it is mandatory for enrollment in that course, other than full time studies,

where no rebate of cost will be made. In the case of I.C.S. and similar courses, the rebate shall be based on group price of the course.

40:03 **Definitions**

Staff development courses are those which relate to and which are required for the incumbent's position and also for the next upward immediate position in an accepted line of progression as defined by the Corporation.

Self development courses are those which upgrade skills or qualifications which relate to but are beyond those courses approved under staff development.

In no case will the period during which any one course is taken exceed five (5) years.

The recipient must be an employee of the Corporation at the time the refund is made.

40:04 Payroll deduction assistance in payments of courses purchased in excess of \$50.00 will be arranged on the recommendation of the employee's supervisor. There will be no payroll deduction for courses under \$50.00.

The employee may be granted one (1) day's education leave to prepare for and write the final examination pertaining to an approved course of study.

40:05 Any changes in the Corporation's Policy increasing the level of the benefit will be applicable to this Article.

ARTICLE 41 - PENSIONS

41:01 Employees will be only entitled to pension benefits in accordance with the Public Service (Pensions) Act, Chapter P-44, RSN 1990, and the regulations promulgated thereunder as may be from time to time, amended.

As a condition of employment, all new employees shall participate in the Pension Plan in accordance with the Public Service (Pensions) Act.

ARTICLE 42 - BENEFITS

42:01 Employees covered by this Bargaining Unit, in permanent positions living at Churchill Falls, will be eligible for the following benefits:

- (a) The Corporation will continue to subsidize the cost of food transportation to Churchill Falls for sale through the local grocery store so as to maintain prices that are competitive with major retail outlets in St. John's.

- (b) The Corporation will by mode of transportation it deems appropriate, provide transportation for employees from the townsite and/or campsite to their place of work for the beginning and end of each shift and for unpaid meal breaks. Employees will not be picked up earlier than one-half hour prior to the beginning of their shift. Job transportation will not be provided within the community, nor will any allowance be provided for use of personal vehicles.

- (c) The existing rent structure will remain unchanged.
- (d) Employees who are granted leave under Clause 25:04 (Bereavement Leave) will be provided transportation, for themselves and their spouse, for the purpose of attending the funeral, limited to a return air ticket to the airport nearest the employees' destination, not to exceed the cost of airfare from Churchill Falls to St. John's, Newfoundland.
- (e) Employees who are terminated by the Corporation during their probationary period or at any time due to lack of work, or an employee who terminates for any reason after having completed three (3) years of continuous service shall receive:
 - (1) Airfare for themselves and each dependent to their destination, not to exceed the cost of airfare from Churchill Falls to St. John's, and
 - (2) the cost of relocating furniture and personal effects by mode of transportation chosen by the Corporation, not to exceed the cost of such transportation to St. John's, Newfoundland. The above will not apply when the employee is being relocated by their new employer.
- (f) Employees who are granted leave under Clause 25:08 (Relocation) shall be granted, on one occasion only, a return ticket from Churchill Falls to their former place of residence and a one-way ticket for each member of their immediate family, from their former place of residence to Churchill Falls for the purpose of relocating their family and/or personal

effects. Where relocation was provided at initial hiring this travel will not apply.

- (g) When an employee is first assigned unfurnished accommodations, after having lived in furnished accommodations, shall be provided return transportation, on one occasion only, to the Island of Newfoundland for the purpose of purchasing furniture.
- (h) Vacation Travel Assistance as per Site Administration Regulation No. 3.3 dated 90-11-19; Revised 02-08-01.
- (i) Medical, dental and orthodontic travel assistance as per Site Administration Regulation No. 3.6 dated October 2, 1991.
- (j) An employee shall receive up to two (2) days per year leave of absence, with pay, if delayed from returning to work from Vacation or Bereavement Leave, as scheduled, because the employee is unable to return to Churchill Falls due to an interruption in the commercial transportation which services Labrador.
- (k) Permanent employees who have attained a minimum of twenty (20) years of continuous worked service with the Corporation in Churchill Falls will, upon retirement or being declared redundant, be eligible for a transitional allowance equivalent to \$500.00 per year for each year of such continuous service. This will be effective January 1, 2000.

42:02 Temporary employees, while employed with the Corporation, at Churchill Falls, will be eligible for the following benefits.

1. as per Clause 42:01 (a).
2. as per Clause 42:01 (b)
3. The existing rate for board and lodging, for employees relocated to Churchill Falls will remain unchanged.
4. Employees who are granted leave under Clause 25:04 (Bereavement Leave) will be provided transportation for the purpose of attending the funeral, limited to a return air ticket to the airport nearest the employees' destination, not to exceed the cost of airfare from Churchill Falls to St. John's, Newfoundland.
5. An employee relocated to Churchill Falls by the Corporation, when terminated will be relocated to their point of hire, not to exceed the cost of airfare from Churchill Falls to St. John's.
6. Vacation Travel Assistance as per Site Administration Regulation No. 3.3 dated 90-11-19; Revised 02-08-01. Vacation Travel Assistance for temporary employees hired off site will be every three (3) consecutive months of service following the date of hire or rehire.

Employees hired "on site" shall receive a trip following the completion of 520 regular hours/1040 regular hours worked in a calendar year. This benefit shall not apply where employees are eligible under any Section of the Site Administration Regulation No. 3.3 dated 90-11-19; Revised 02-08-01.

7. An employee, referred by the Resident Doctor under Site Administration Regulation No. 3.6, will receive medical travel assistance, as per Section 4.0.
8. Employees, who are required to wear safety footwear, shall be entitled to the subsidy as per Clause 31:01(c) following the accumulation of 2080 regular hours worked and each 2080 thereafter.
9. Employees shall receive one (1) floating holiday following the completion of each 700 regular hours of work in a calendar year.
10. Employees, while on active employment with the Corporation, shall be eligible for the Group Insurance Accidental Death and Dismemberment in the amount of \$50,000.00.

Employees, who have worked an accumulation of 2080 hours, will be eligible for the following Group Insurances, while on active employment with the Corporation.

- (a) Regular Life Insurance \$25,000.00
- (b) Supplementary Health Insurance
(Excluding Vision Care, Dental and Long Term Disability)

The Corporation will pay the premium for all benefits under this item No 10.

ARTICLE 43 - FIRE & SECURITY SPECIAL SERVICES

43:01 When it is necessary for an officer to respond to an emergency call in

a private vehicle, compensation for the vehicle only, will be paid at \$25.00.

When responding to and at the scene of the emergency call the Corporation will assume responsibility for repairs of any damages incurred to such vehicle as a result of responding to such a call.

43:02 The following uniform articles will be supplied to the employees of the section on the completion of their probationary period, and be replaced at the discretion of the Section Head:

- Two (2) shirts
- Two (2) pairs trousers
- Necktie
- Uniform jacket
- Winter jacket
- Snow pants
- Rain coat
- Fur Cap
- Summer Ball Cap
- Winter Dress Gloves

Safety footwear purchased per Clause 31:03(c) shall be black.

ARTICLE 44 - SICKNESS, ACCIDENT AND LIFE INSURANCE

44:01 Every permanent employee covered under this Agreement will participate in and will be eligible for the benefits of the Corporation's Health- Accident-Life Insurance Program.

44:02 The Corporation will pay fully the premiums for all benefits under the Program with the exception of:

- (a) Long-Term Disability, the premiums for which will be paid fully by the Employee.
- (b) Dental Plan reflecting the current fee guide, the premium for which will be paid 75 percent by the Corporation and 25 percent by the employee.

ARTICLE 45 - SUMMER STUDENTS

45:01 Summer Students who are in full time attendance at university, college, vocational school or high school Level III and are normally resident at Churchill Falls during the regular vacation period of the educational institution which they are attending may be hired as students during the period from May 1st to August 31st in any year. Hiring shall be in accordance with Site Administration Regulation No. 3.5 dated 90-03-30; Revised 91-04-04.

45:02 Students will be governed by the Provisions of this Agreement with the following exceptions:

- (1) Article 8 - Adjustment of Grievances
- (2) Article 9 - Arbitration
- (3) Article 12 - Seniority, Job Posting, Recall, Layoff
- (4) Article 15 - Overtime
Students will not work overtime, either scheduled or unscheduled, unless permanent employees within the classification are unavailable to work such work assignments. Students required to work overtime will have such time

reported on overtime postings in the area they are assigned.

(5) Article 24 - Vacations

Vacation pay will be in lieu of vacations and will be paid at the rate of 7% of regular wages. Such pay will be calculated and paid each pay period.

(6) Article 26 - Sick Leave

Summer Students will earn one (1) day Sick Leave for each week of continuous employment, up to a maximum of one (1) week at any one time. Upon layoff the earned Sick Leave will be automatically eliminated. Proof of illness, if requested, must be provided to the satisfaction of the Corporation.

(7) Article 38 - Severance and Retirement

(8) Article 41 - Pensions

(9) Article 42 - Benefits

(10) Article 44 - Sickness, Accident and Life Insurance

Students will be eligible for Accidental Death and Dismemberment insurance in the amount of \$50,000.00 during the term of their employment. Premium will be paid totally by the Corporation.

ARTICLE 46 - TRAVEL EXPENSES

46:01 When employees work away from their normal headquarters which requires them to remain overnight, the Corporation will provide accommodation and, in addition, the employee shall be paid a per

diem meal allowance for each day they are away. The per diem meal allowance shall be distributed as follows:

	Island of Nfld.	Labrador & Other
Breakfast	\$9.00	\$10.00
Lunch	10.00	11.00
Dinner	18.00	19.00
Incidentals	6.00	6.00

- 46:02 Employees will not be permitted to claim the per diem allowance where board is provided by the Corporation.
- 46:03 Employees will not, under any circumstances, be eligible to receive both overtime meals and meals under travel expenses concurrently. Therefore, when employees are eligible for travel expenses, they must claim the applicable per diem rates only.
- 46:04 Employees who are not scheduled, before leaving their place of work on their previous shift, to work out of town, which prevents them from returning home for their noon day meal shall have such meal provided by the Corporation.
- 46:05 Employees while working at Esker shall be provided with meals.
- 46:06 Employees while working at Wabush shall be paid the applicable per diem allowance.
- 46:07 Any increase in per diem rates as per Corporation Policy, during the term of this Collective Agreement will be applicable to this Article.

ARTICLE 47 - DURATION AND RENEWAL OF AGREEMENT

47:01 This Agreement shall become effective on the 1st day of January, 2002 and shall remain in force and effect for a period of thirty-six (36) months from that date to December 31st, 2004. This Agreement shall automatically renew from year to year unless written notice is given between the thirtieth and sixtieth day prior to December 31st, 2004 or December 31st in any succeeding year by either party to the other, of a desire to revise or terminate the Agreement.

SIGNED THIS _____ DAY OF _____
2002 AT CHURCHILL FALLS, LABRADOR, NEWFOUNDLAND.

SIGNED ON BEHALF OF **LOCAL**
2351 INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

SIGNED ON BEHALF OF **CHURCHILL**
FALLS (LABRADOR) CORPORATION
LIMITED

APPENDIX "A"

APPENDIX "A"
HOURLY WAGE RATES

<u>Classification</u>	<u>Current</u>	<u>Jan 7/02</u>	<u>June 24/02</u>	<u>Jan 6/03</u>	<u>July 7/03</u>	<u>Jan 5/04</u>
<u>July 5/04</u>						
GROUP 11	\$27.06.	\$27.74	\$28.43	\$29.14	\$29.87	\$30.77
Technologist						
Tr. Station Operator						
GROUP 10	\$25.74	\$26.38	\$27.04	\$27.72	\$28.41	\$29.27
Station Operator						
Electrician/Operator						
Mechanic/Operator						
GROUP 9	\$24.50	\$25.11	\$25.74	\$26.38	\$27.04	\$27.86
Lineworker, Electrician						
Millwright, Machinist						
Welder, Plumber						
Autobody Mechanic						
Automotive Mechanic						
Refrigeration Mechanic						
Heavy Duty Mechanic						
GROUP 8	\$23.00	\$23.58	\$24.17	\$24.77	\$25.39	\$26.16
Crane/Mobile Equipment Operator						
GROUP 7	\$21.80	\$22.35	\$22.91	\$23.48	\$24.07	\$24.80
Trades Worker "B"						
Mobile Equipment Operator						
Carpenter						
Painter						
Fire & Security Officer						
GROUP 6	\$20.70	\$21.22	\$21.75	\$22.29	\$22.85	\$23.54
GROUP 5	\$19.66	\$20.15	\$20.65	\$21.17	\$21.70	\$22.35
Rewinder/.Rewedger						

<u>Classification</u>	<u>Current</u>	<u>Jan 7/02</u>	<u>June 24/02</u>	<u>Jan 6/03</u>	<u>July 7/03</u>	<u>Jan 5/04</u>
<u>July 5/04</u>						
GROUP 4	\$18.67	\$19.14	\$19.62	\$20.11	\$20.61	\$21.23
Camp Attendant						
Warehouse Worker						
Utility Worker						
GROUP 3	\$17.73	\$18.17	\$18.62	\$19.09	\$19.57	\$20.16
GROUP 2	\$16.85	\$17.27	\$17.70	\$18.14	\$18.59	\$19.15
GROUP 1	\$15.79	\$16.18	\$16.58	\$16.99	\$17.41	\$17.94
Janitor, Labourer						

SUMMER STUDENT'S RATE OF PAY IS BASED ON GRADE 1, STEP 1 IN THE OFFICE AND SUPPORT WORKERS UNIT.

APPENDIX "A"

Lineman, Electrical and Mechanical Apprentices shall participate in a 4-year program and shall be paid in accordance with the following percentage schedule applicable to the following percentage of the respective classification, Churchill Falls the Journeyman rate:

1st 6 months	70 percent
2nd 6 months	73 percent
3rd 6 months	76 percent
4th 6 months	79 percent
5th 6 months	82 percent
6th 6 months	85 percent
7th 6 months	90 percent
8th 6 months	95 percent

Power System Operator Apprentices shall participate in a 3-year program and shall be paid in accordance with the following percentage of rates - Churchill Falls the Station Operator rate:

1st 6 months	70 percent
2nd 6 months	75 percent
3rd 6 months	80 percent
4th 6 months	85 percent
5th 6 months	90 percent
6th 6 months	95 percent

Technician/Technologist trainees shall be paid the following percentage of the Technologist rate.

1st year	70 percent
2nd year	75 percent
3rd year	80 percent
4th year	85 percent
5th and 6 th year	95 percent
7th year	100 percent

Mobile Equipment Operator Learner Rates

Learner II	85 percent of Mobile Equipment Operator Rate
Learner I	90 percent of Mobile Equipment Operator Rate

APPENDIX "B"

NOTE: Over the life of the Agreement the Corporation and the Union will meet to review the Appendix. Once reviewed the Appendix will be produced as a separate document but will remain as an addendum to the Collective Agreement.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS:

CLASSIFICATION: Technologist Protection and Control/Communication.

DUTIES: All the duties listed for the Technicians classification for Protection and Control and Communication classification.

QUALIFICATION: Shall have progressed through the Technician's Training Program, as established by the Corporation for Churchill Falls, and have worked a minimum of two (2) years as a Technician in Churchill Falls. Shall have a thorough knowledge of all trade related and operating regulations. Must be capable of performing all of the duties independently. Must possess an appropriate valid driver's licence.

OR: Have completed two (2) years as Technician in Churchill Falls and capable of performing all of the duties independently. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

NOTE: Promotion to this classification is by automatic progression following two (2) years working in Churchill Falls in the Senior Technician's classification.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Technician - Communication

DUTIES: To perform maintenance, trouble shooting modification and installation of communications equipment. The equipment includes but is not limited to the following: radio systems and auxiliary equipment, power line carrier systems, alarm and annunciation systems, computer systems, television security systems, fire alarm systems, PABX system, inter communication and paging systems, test equipment, audio and visual equipment, supervisory systems. All other duties as assigned.

QUALIFICATIONS: A graduate of a three (3) year Electrical or Electronic Technology course, from a recognized technical institute and have completed the four (4) year training program, established by the Corporation. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

OR: a graduate of a three (3) year Electrical or Electronic Technology course, with four (4) years experience as a technician. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

NOTE: Promotion to this classification is by automatic progression following Corporation's four (4) year training program.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Technician - Protection & Control

DUTIES: To troubleshoot and repair electrically or electronically, exciters, governors, prefault monitors, recorders, all controls, metering instrumentation, annunciators, sequential events recorders, teleprotection, load shedding systems, protection systems, office equipment, test equipment, monometer sites, keep records, update prints, commissioning, assist all site departments and all other duties as assigned.

QUALIFICATIONS: A graduate of a three (3) year Electrical or Electronic Technology course, from a recognized technical institute and have completed the four (4) year training program, established by the Corporation. Shall have a thorough knowledge of trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

OR: a graduate of a three (3) year Electrical or Electronic Technology course, with four (4) years experience as a technician. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

NOTE: Promotion to this classification is by automatic progression following Corporation's four (4) year training program.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS:

CLASSIFICATION: Technician 1, 2, 3, 4 (Protection and Control /Communications)

DUTIES: As per the prescribed course and level

QUALIFICATION: A graduate of a three (3) year Electrical or Electronic Technology course, from a recognized technical institute.

OR:
The equivalent of a three (3) year technology course and eligible to become a member of the AETTN. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

Note:

Progression from Technician	1	
	to	2
	to	3
	to	4

is by progression yearly with satisfactory completion of assigned training program.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Senior Station Operator

DUTIES: To operate and carry out regular inspections of all generation, transmission and distribution facilities and identify and report deficiencies. Prepare, issue and, if necessary, execute switching orders. Issue work permits and work authorizations. Prepare daily production reports. Prepare system trouble reports. Maintains station log. Operate water control structures in accordance with plant load requirements. Provides direction to the station operators. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Power System Operator, preferably through an apprenticeship program; or an equivalent certificate recognized by the Corporation. Shall have two (2) years experience as a Station Operator with Operations at Churchill Falls. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Station Operator

DUTIES: To operate and carry out regular inspections of all generation, transmission and distribution facilities and identify and report deficiencies. Check and execute switching orders. Read and report KWH from meters. Assist in the preparation of daily production reports and system trouble report. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Power System Operator preferably through an apprenticeship program or an equivalent certificate recognized by the Corporation. Shall have one (1) year experience, with Operations, in a Hydro Electric Plant System following certification or have completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

Standard Job Duties and Qualifications

CLASSIFICATION: Electrician - Industrial

DUTIES: To carry out electrical maintenance, testing and trouble shooting on generators, transformers and circuit breakers. Also maintenance, installation and modification work on control structure hoist equipment, heating systems and all other Corporate facilities and equipment. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as an industrial electrician, preferably through an apprenticeship program. One (1) year experience in electrical maintenance following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Millwright

DUTIES: To perform trouble shooting, testing, maintenance, installation and modifications on all plant equipment, townsite, switchyard, control structures and all other Corporate facilities and equipment. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Millwright preferably through an apprenticeship program. One (1) year experience in mechanical maintenance following certification or have completed the Hydro Group Apprenticeship program. Shall have thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Machinist

DUTIES:

To operate, maintain and repair all types of equipment such as lathes, milling machines, shapers, radial drills, etc. Maintains and aligns all types of equipment in a powerhouse, such as hydro electric generators, compressors, pumps and all other equipment associated with a hydro electric generating plant and all other Corporate facilities and equipment. All other duties as assigned.

QUALIFICATIONS:

Journeyman Certificate as Machinist preferably through an apprenticeship program. One (1) year experience in mechanical maintenance following certification or have completed the Hydro Group Apprenticeship program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Welder

DUTIES: To weld, repair and fabricate parts for all types of heavy and light duty vehicles, powerhouse, switchyard and all other Corporate facilities and equipment. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Welder with High Pressure rating, preferably through an apprenticeship program. One (1) year experience in the trade following certification or have completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Heavy Duty Repair Mechanic

DUTIES: To service, trouble shoot and perform maintenance on all heavy equipment ie., tractors, loaders, mobile cranes, trucks, buses, all terrain vehicles, compressors, diesel generators, fire trucks and associated equipment, tractor trailer and transformer transporter. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Heavy Duty Repair Mechanic, preferably through an apprenticeship program. One (1) year experience in heavy duty repair following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Automotive Repair Mechanic

DUTIES:

To service, trouble shoot and perform maintenance on all cars, trucks up to five (5) tonnes, small engines and associated equipment i.e., lawn mowers, outboard motors, brush cutters, chain saws, portable generators and gas operated pumps. All other duties as assigned.

QUALIFICATIONS:

Journeyman Certificate as a Automotive Repair Mechanic, preferably through an apprenticeship program. One (1) year experience in automotive repair following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Autobody Repair Mechanic

DUTIES: To repair all damaged vehicles and equipment using the skill and technology required of the trade. Mixes and applies paint to vehicles and equipment. Provides repair cost estimates. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as an autobody repair mechanic, preferably through an apprenticeship program. One (1) year experience in autobody repair following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Plumber

DUTIES:

To carry out repairs, inspections, trouble shooting, installations and modifications on all water and sewage systems, fuel pumping equipment, furnaces, ventilating systems, sprinkler systems and all other Corporate facilities and equipment. All other duties as assigned.

QUALIFICATIONS:

Journeyman Certificate as a plumber, preferably through an apprenticeship program. One (1) year experience in the trade following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Line Worker

DUTIES:

To perform maintenance and construction using barehand, rubber gloves, hot stick and cold methods on all transmission and distribution lines and associated equipment. Trouble shooting, testing, inspecting and preventive maintenance on all lines, buses and disconnects. Operates equipment and tools associated with line maintenance duties. All other duties as assigned.

QUALIFICATIONS:

Journeyman Certificate as an Operating Lineman, preferably through an apprenticeship program. One (1) year experience in line maintenance following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Refrigeration Mechanic

DUTIES: To carry out repairs, inspections, trouble shooting, installation and modifications on all refrigeration and air conditioning equipment. Performs plumbing work. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a refrigeration mechanic with a high pressure gas welding rating preferably through an apprenticeship program. One (1) year experience in the trade following certification or have completed the Hydro Group Apprenticeship program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess the appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Crane / Mobile Equipment Operator

DUTIES: Must operate all mobile equipment common to the Corporation's requirements which are: bulldozers up to D9 and includes 834RTD, rubber tired loaders up to 7 cu. yd bucket capacity, graders up to 14G, tractor/trailer, one-way and rollover plough, snow blower which includes portable blowers, runway sweepers, and sand truck, 35 ton off-highway trucks, dump trucks up to 20 ton, backhoe up to 3 yd capacity, cement truck, fuel tankers, nodwell with backhoe attachments, boom truck up to 15 ton, screening plant and mobile cranes up to 110 ton capacity. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Heavy Equipment Operator preferably through an apprenticeship program, and a Diploma from an approved Crane Operators Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess a valid Class I driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Mobile Equipment Operator

DUTIES: Must operate all mobile equipment common to the Corporation's requirements which are: bulldozers up to D9 and includes 834RTD, rubber tired loaders up to 7 cu. yd bucket capacity, graders up to 14G, tractor/trailer, one-way and rollover plough, snowblower which includes portable blowers, runway sweepers, and sandtruck, 35 ton off-highway trucks, dump trucks up to 20 ton, backhoe up to 3 yd capacity, cement truck, fuel tankers, nodwell with backhoe attachments, boom truck up to 15 ton, screening plant and mobile cranes up to 30 ton capacity. All other duties as assigned.

QUALIFICATIONS: Journeyman Certificate as a Heavy Equipment Operator preferably through an apprenticeship program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess a valid Class I driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Carpenter

DUTIES:

Carpentry related repairs and maintenance on all Corporate facilities and equipment. Constructing, modifying and fabricating as required. All other duties as assigned.

QUALIFICATIONS:

Journeyman Certificate as a carpenter, preferably through an apprenticeship program. One (1) year experience in the trade following certification or have successfully completed the Hydro Group Apprenticeship Program. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's license.

OR

an equivalent combination of training and experience with five (5) years (accumulative) working in the trade. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Painter

DUTIES:

To prepare, plaster and sand, walls and other surfaces for painting. To mix and apply paints, stains and varnishes. To apply and remove wall coverings. Such duties to be performed on all Corporate facilities and equipment. All other duties as assigned.

QUALIFICATIONS:

High School graduation with a combination of experience and training in surface preparation, sand blasting, spray painting, application and mixing of paint and plaster and other trade associated coverings. Five (5) years experience (accumulative) in the trade. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Rewinder/Rewedger

DUTIES: To remove and replace stator bars and/or wedges associated with generator units. All other duties as assigned.

QUALIFICATIONS: Trained in and have the capability of removing and replacing stator bars and/or wedges as per specifications instructions. Have the capabilities and expertise associated with brazing connections. Must have one (1) year experience (accumulative) in such work. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Fire & Security Officer

DUTIES: To operate, inspect and maintain all fire preventive, fire fighting, rescue and security related equipment. To carry out regular training, patrols, fire prevention activities and inspections, as scheduled. To respond to and perform the duties associated with all types of fire fighting, ambulance, rescue and other emergency calls. All other duties as assigned.

QUALIFICATIONS: High School graduation and be a certified N.F.P.A. 1001 - Fire Fighter II, or equivalent certification, with one (1) year experience, following certification, in Structural fire fighting. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess a valid certificate in First Aid (Standard). Must possess a valid Class 4 driver's licence with a 09 endorsement (air brake).

OR: High School graduation with a combination of three (3) years training and experience (accumulative) in Structural fire fighting. Shall have a thorough knowledge of all trade related safety and operating regulations. Must possess a valid certificate in First Aid (Standard). Must possess a valid Class 4 driver's licence with a 09 endorsement (air brake).

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Camp Attendant

DUTIES:

To load, off-load and co-ordinate freight movement to/from Esker with Q N S & L Railway. To perform clerical duties associated with all freight movement. Provide food services to Corporate employees, when required. To perform housekeeping and custodial duties associated with the camp and equipment. To direct the Utility Worker in the day to day activities at Esker. All other duties as assigned.

QUALIFICATIONS:

High School graduation with experience in food preparation, custodial and janitorial type work. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Warehouse Worker

DUTIES:

Performs warehousing duties i.e., pick up, deliver, load and off-load material and equipment. Operate trucks, up to 5 ton capacity and forklifts up to 10 ton capacity. Associated housekeeping. All other duties as assigned.

QUALIFICATIONS:

High School Graduation with one (1) year experience in Warehouse associated work. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Utility Worker

DUTIES:

To operate and make minor repairs and adjustments to equipment ie., chain saws, brush cutters, lawn mowers, steam jenny, jack hammers, motorized snake, sanders/grinders. Performs cleaning, landscaping, loading and off-loading, minor/secondary painting, garbage removal, snow removal. Assists trade workers. Performs semi-skilled and labour type tasks. Operates all mobile equipment necessary in the performance of their duties. All other duties as assigned.

QUALIFICATIONS:

High School graduation and capable of performing semi-skilled and labour type tasks. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Labourer

DUTIES:

To operate, service and make minor repairs and adjustments to equipment, i.e., chain saws, brush cutters, lawn mowers, steam jenny, jackhammers, motorized snakes sanders/grinders. Performs cleaning, landscaping, loading and off-loading, minor/secondary painting, garbage removal, snow removal. Assists trade workers. All other duties as assigned.

QUALIFICATIONS

High School graduation and capable of performing labour type tasks. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess an appropriate valid driver's licence.

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Janitor

DUTIES:

To perform sweeping, mopping, waxing, dusting, vacuuming, cleaning, polishing and garbage removal on all Corporate facilities. Operates a variety of cleaning equipment. All other duties as assigned.

QUALIFICATIONS:

High School graduation with a knowledge and capability to use cleaning solutions and cleaning equipment. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess an appropriate valid driver's licence.

APPENDIX "C"

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Specialized Protective Footwear

Dear Mr. Smith:

This will confirm that should an employee require specialized protective footwear for medical reasons, the Corporation will, upon presentation of appropriate receipts, pay a subsidy of 50% towards the cost of purchase. Employees who receive such a subsidy will still be eligible to receive the protective footwear allowance per Clause 31:01(c).

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Use of Private Vehicle as per Clause 43:01

Dear Mr. Smith:

This will confirm our understanding that should an officer be required to respond to a non-emergency situation, the Corporation will either arrange pickup and transport via Corporation equipment or the officer will be given specific authorization to use his/her private vehicle and be paid the allowance specified in Clause 43:01.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
A0R 1A0

RE: Fire and Security Learner Program

Dear Mr. Smith:

This letter sets forth our understanding that a Fire and Security Learner Program will be established. The program will comprise of 2080 hours on-the-job training and rates of pay established at 85% of the Fire and Security Officer rate for the first 1040 hours and 90% for the final 1040 hours. A committee of Union/Management will be established to determine the training content of the program.

However it must be understood that training opportunities will be on a temporary assignment basis only.

Yours truly,

Kevin J. Dawson
Director, Labour Relations & Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Temporary Assignments per Clause 12:10(b)

Dear Mr. Smith:

This will confirm that the Corporation will, when it is practical and reasonable to do so, temporarily assign qualified employees of the janitorial section when there is a significant requirement (greater than two weeks) for the services of temporary labourers.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Article 27 - Apprentices

Dear Mr. Smith:

The introduction of the Hydro Group Apprenticeship Plan will mean a rotation of Apprentices through the Churchill Falls (Labrador) Corporation facilities. It is understood and agreed by both parties that such employees are supernumerary and will not be used to fill complement positions. It is further understood that there is no obligation by the Corporation to equalize overtime opportunities or hours.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Office Space

Dear Mr. Smith:

The Corporation agrees to lease approximately five hundred (500) square feet of furnished office space, under a three year lease agreement, at a rate of \$1.00 per annum.

Regular meetings of the Union may be booked in available Corporate facilities free of charge.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Article 32 - Tools

Dear Mr. Smith:

As agreed during negotiations, tools will be supplied by the Corporation. The Corporation shall, upon return of the issue, replace worn and defective tools. The Corporation will replace, at no cost to the employee, lost or stolen tools, providing the employee provides proof, to the satisfaction of the Corporation that the tools were lost or stolen through no fault of the employee, and that all precautionary measures had been taken to ensure that the lost or stolen items were secured. The Corporation reserves the right to conduct its own investigation.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Benefits for Wabush Based Employees

Dear Mr. Smith:

This will confirm our understanding regarding the above.

It is agreed that the two Corporation employees presently based in Wabush, Messrs. Pike and Eastman, will continue to receive the same level of benefits under Clause 42:01 as they are receiving at the date of signing.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Sickness, Accident & Life Insurance Benefits

Dear Mr. Smith:

This letter sets forth our understanding with regard to the above.

Within the life of this Collective Agreement, a Hydro Group Committee consisting of representatives from Group Management and IBEW Locals 1615 and 2351, will be established. The purpose of this Committee will be to review and advise with respect to the content of the Hydro Group's various benefit plans.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

Letter of Understanding

Mr. Ed Smith
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: Temporary Labourers

Dear Mr. Smith:

This letter sets forth our understanding that for the term of this Collective Agreement, provided there are no Summer Students available, additional requirements for temporary labourers will be met from qualified applicants resident within the Community of Churchill Falls. These employees will be exempt from the seniority provisions of Articles 11 and 12, however, while employed, they will accrue Temporary Seniority for the purposes of recall for temporary work assignments. Temporary Seniority shall be defined as the accumulated regular hours of work an employee has in a temporary position. Subject to Summer Student availability, employees will be rehired for temporary work assignments in accordance with their Temporary Seniority and will be laid off following the completion of the temporary work assignment for which they were hired. Employees will lose any accumulated Temporary Seniority in accordance with the provisions of Clause 12:08. It is further understood that Roger Rowe and Lawrence Organ remain as number one and two respectively on the Temporary Recall list as of the date of signing.

Yours truly,

Kevin J. Dawson
Director, Labour Relations and Safety

Union

Corporation

APPENDIX "D"

ARBITRATOR LIST

Mr. David Alcock

Mr. Dennis Browne

Mr. John Clarke

Mr. John Roil

Mr. James Oakley

Mr. Wayne Thistle

